

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION**

MIKELA JACKSON, as next friend of)
D.T., a minor, A.T., a minor, and B.T., a minor,)
and JEAN KELLY,)
Plaintiffs,)
v.) Case: 1:22-cv-00110-AGF
CITY OF SIKESTON, MISSOURI, CHIEF)
JAMES B. MCMILLAN, JOSH GOLIGHTLY,)
MATTHEW R. COTNER, and JON R. BROOM,)
Defendants.)

AFFIDAVIT OF MILTON TAYLOR

COMES NOW Milton Taylor, of Sikeston, Missouri, and states and avers as follows:

1. That I am over the age of 18, and I am otherwise competent to testify to the matters set forth herein as the natural father of Denzel Taylor, deceased.

2. I am aware that, as a natural father of Denzel Taylor, deceased, I am entitled to participate in, and share in, any cause of action of settlement arising out of the death of my son, Denzel Taylor.

3. I have knowledge that this cause of action arises out of an allegation of wrongful death by excessive force involving the Defendants against my son, Denzel Taylor.

4. At the time of his death, Denzel Taylor was not married

5. At the time of his death, Denzel Taylor left surviving him two daughters, D.T. and A.T., both minors.

6. At the time of his death, Denzel Taylor's fiancé, Mikela Jackson, was pregnant with Denzel Taylor's third child.

7. After his death, Denzel Taylor's daughter, B.T. was born

8. Today, D.T., A.T. and B.T. are each minors under the age of 14.

9. I am aware that this Honorable Court has entered an order appointing Mikela Jackson as next friend of D.T., A.T., and B.T.

10. Denzel Taylor's parents are both alive – myself, Milton Taylor, and his natural mother, Jean Kelly.

11. Therefore, at the time of his death, Denzel Taylor's Class (1) wrongful death beneficiaries include D.T., A.T., B.T., all minors, Jean Kelly and Milton Taylor pursuant to R.S.Mo. 537.080.

12. I am aware that Denzel's mother, Jean Kelly, and his fiancé, Mikela Jackson, as next friend of Mikela and Denzel's daughters, D.T., A.T. and B.T., all minors, have filed a lawsuit alleging that my son, Denzel Taylor, died on April 29, 2020, as a natural and direct consequence of unlawful excessive force committed against him by the defendants City of Sikeston, Missouri, Chief James B. McMillan, Josh Golightly, Matthew R. Cotner, and Jon R. Broom.

13. I have been notified that the settlement hearing to approve this settlement and the apportionment and allocation of the settlement proceeds has been set for February 6, 2024 at 10:00 a.m. before the Honorable Judge Fleissig or any judge who may be sitting in her stead.

14. I understand that I have the right to appear at this settlement hearing either in person or by videoconference.

15. I am currently incarcerated at the Missouri Eastern Correctional Center in Pacific, Missouri and I knowingly waive my right to appear and expressly grant the other interested parties my permission to move forward with the settlement conference in my absence.

16. I have been notified of a settlement agreed to between the Plaintiffs and Defendants in this matter for a gross total settlement amount of \$2,000,000.00.

17. The class (1) beneficiaries have been in contact through counsel and have reached an agreement as to the apportionment and allocation of the settlement proceeds.

18. I have been notified that the attorney fees earned by the attorneys for Plaintiffs Mikela Jackson and Jean Kelly total \$800,000.00.

19. I have been notified that the case expenses incurred by the attorneys for Plaintiffs Mikela Jackson and Jean Kelly total \$49,025.61.

20. To the extent my approval is required, I hereby approve of those attorneys' fees and expenses as fair and reasonable and ask this Court to approve the same.

21. Below is an outline of the Settlement Proceeds Disbursement Statement, of which I expressly have notice:

SETTLEMENT PROCEEDS DISBURSEMENT		
<i>Mikela Jackson, as Next Friend of Minor Children, D.T., A.T. and B.T., and Jean Kelly v. City of Sikeston, et al. – MO</i>		
Gross Settlement Amount		\$2,000,000.00
Less Donlon Brand Attorney Fees (40%)	-	\$800,000.00
Less Case Expenses	-	\$49,025.61
Net Settlement Proceeds		\$1,150,974.39
Total Disbursement to Wrongful Death Heirs of Denzel Taylor		\$1,150,974.39
<i>Net Distribution to D.T. (25% of Total Disbursement).....</i>		<i>\$287,743.60</i>
<i>Allocated as follows:</i>		
<i> Structured Settlement -- \$250,000.00</i>		
<i> Remainder -- \$37,743.60</i>		
<i>Net Distribution to A.T. (25% of Total Disbursement).....</i>		<i>\$287,743.60</i>
<i>Allocated as follows:</i>		
<i> Structured Settlement -- \$250,000.00</i>		
<i> Remainder -- \$37,743.60</i>		
<i>Net Distribution to B.T. (25% of Total Disbursement).....</i>		<i>\$287,743.60</i>
<i>Allocated as follows:</i>		

*Structured Settlement -- \$250,000.00
Remainder -- \$37,743.60*

Net Distribution to Jean Kelly (13.3% of Total Disbursement)..... \$153,462.86

*Net Distribution to Sisters (6.7% of Total Disbursement)..... \$78,000.00
Allocated as follows:*

*Diandra Birge -- \$10,000.00
Erica Kelly -- \$15,000.00
Jeanina Austin -- \$15,000.00
Whitney Rapley -- \$5,000.00
Morgan Taylor -- \$15,000.00
Mya Taylor -- \$14,000.00
Kamille Coleman -- \$4,000.00*

Net Distribution to Milton Taylor (5% of Total Disbursement)..... \$56,280.73

22. I do hereby agree with and consent to the apportionment of settlement funds as set forth above in paragraph 21.

23. I have been fully advised that as a class (1) beneficiary, I have a right to exclude any class (2) beneficiaries from the settlement proceeds in this case.

24. After being fully informed, I agree to waive that right and to approve the class (2) beneficiary distribution ("Sisters") as outlined in paragraph 21 above.

25. I retained Matthew Glenn and the Cook Barkett Ponder & Wolz law firm to represent me in this matter.

26. I consent to the payment of attorney's fees and legal expenses pursuant to the terms of our contract for legal representation, as follows: \$42,210.55 to Milton Taylor and \$14,070.18 to Cook, Barkett, Ponder & Wolz, as his attorneys.

27. I understand that this settlement will fully and finally end the above-captioned matter and that I will not be able to bring another lawsuit against the named defendants or their employees as it relates to Denzel Taylor's death.

28. I understand that I have the right to a jury trial in which I could receive more, less

or the same amount as I stand to receive from this settlement.

29. I understand that a jury could also find against my case in which I would receive nothing at all.

30. I further understand that this case could be lost before it was even presented to a jury, and that it is also possible to prevail at trial but lose an appeal.

31. I knowingly and willingly waive my right to that jury trial and wish to go forward with this settlement.

32. I have reviewed the release to be executed by Jean Kelly, and I consent to her executing the same.

33. It is my wish that this Honorable Court approve this wrongful death settlement and approve the apportionment and allocation of settlement proceeds as outlined herein.

Further affiant sayeth not.


MILTON TAYLOR,
Father of Denzel Taylor, Deceased

2-5-24
Date

STATE OF MISSOURI)
COUNTY OF Cape Girardeau

Subscribed and sworn to before me the undersigned Notary Public in the City of Cape Girardeau, County of Cape Girardeau, State of Missouri on the day and year first above written.


NOTARY PUBLIC

(seal)

My commission expires: 9/29/2027



